

**STATE OF NORTH CAROLINA**  
**COUNTY OF CHATHAM**  
**COUNTY OF DURHAM**  
**COUNTY OF ORANGE**  
**COUNTY OF WAKE**

**INTERLOCAL AGREEMENT**  
**for**  
**PHASE VII**  
**of the**  
**TRIANGLE AREA WATER SUPPLY MONITORING PROJECT**

THIS AGREEMENT is made and entered into by and between the County of Chatham, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority (hereinafter, the "Participants"), to be effective from and after July 1, 2012.

**WITNESSETH:**

WHEREAS, on August 18, 1988, several local governments in Region J entered into an interlocal agreement to establish the Triangle Area Water Supply Water Quality Monitoring Project (hereinafter, the "Monitoring Project") applicable to certain surface water supplies in Region J; and

WHEREAS, the local governments participating in the project established a Monitoring Project Steering Committee (hereinafter, the "Committee") to make technical, financial, and administrative recommendations to the participating local entities; and

WHEREAS, the Monitoring Project has been continuously funded through a Joint Funding Agreement with the US Geological Survey (hereinafter, the "USGS") through June 30, 2012 as described in Attachment A; and;

WHEREAS, the Monitoring Project will complete its Phase VI monitoring program on June 30, 2012; and

WHEREAS, said Committee has determined that additional monitoring is needed and desirable to meet the objectives of measuring water quality conditions and long-term trends in water quality;

NOW, THEREFORE, the parties hereto desire to enter into an Interlocal Agreement pursuant to GS 160A-460 et seq for the purpose of operating a water quality monitoring project for the Triangle Area surface water supplies. Toward that end, the Participants have agreed to the following requirements and conditions:

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Section 1. Purpose of the Project

- A. The primary objectives of the Monitoring Project are to:
  - 1. Supplement existing data on major ions, nutrients, and trace elements to enable determination of long-term water quality trends;
  - 2. Examine the differences in water quality among water supplies within the region, especially differences among smaller upland sources, large multi-purpose reservoirs, and run-of-river supplies;
  - 3. Provide tributary loading data and in-lake data for predictive modeling;
  - 4. Establish a database for the presence or absence of synthetic organic compounds in surface waters in the region; and
  - 5. Report results of the monitoring program to governmental officials, the scientific community, and the general public.
- B. The objectives for Phase VII of the Monitoring Project are to:
  - 1. Continue fixed-interval water quality monitoring at the sites and frequencies and for the parameters listed on Table 1 of the Monitoring Project Proposal for Phase VI (see Attachment C);
  - 2. Continue water quality data collection at existing tributary sites during high-flow events as shown on Table 2 of Attachment C;
  - 3. Continue stream flow gaging at the sites shown on Table 3 of Attachment C;
  - 4. Conduct additional monitoring and data analysis to ascertain the occurrence and distribution of algal toxins and taste and odor compounds at drinking-water intake sites in the Monitoring Project study area and prepare an interpretive report on the findings; and
  - 5. Support the USGS application for DWQ certification for selected field parameters and laboratory analytes, including nitrogen and phosphorus fractions, chlorophyll *a*, and selected metals and trace elements.

Section 2. Roles of the Participants, Managing Agent and Committee

- A. The role of the Participants is to provide funds for the local portion of the Monitoring Project costs and to provide representatives to the Committee.
- B. The Managing Agent is the Triangle J Council of Government. The role of the Managing Agent is to:
  - 1. Act on behalf of the Committee in contractual agreements;
  - 2. Provide overall project management services that will include, but not be limited to, coordination among technical contractors, data management and periodic summaries to the Participants; and
  - 3. Provide administrative support to the Committee, such as meeting announcements, minutes, billing and overall accounting.
- C. The role of the Committee is to provide Monitoring Project oversight. The Committee will consist of one member, each entitled to a single vote, appointed by the Manager or Administrator of each Participant. All appointments shall be made by July 31, 2012.

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The Committee's first meeting shall be convened by September 1, 2012 and chaired by the current Committee Chair representative. During the meeting the Committee will select officers from among its members and may adopt any rules or procedures it deems necessary. Proposed Committee bylaws are provided in Attachment D.

The principal charge to the Committee is to oversee the Monitoring Project's timely execution and to ensure the responsible expenditure of public funds. The Committee shall have authority to modify the Monitoring Project's scope of work; to establish an annual budget; and to establish annual local costs (subject to the Participants' approval). The Committee may not acquire any real property pursuant to this Agreement.

The agreement with the Managing Agent attached hereto as Attachment E is hereby approved, and the Committee Chair is authorized to enter into said agreement on behalf of the Committee and the Participants. All actions by the Committee or the Managing Agent related to the administration or disbursement of monies shall be in accordance with all applicable State statutes and other rules of fiscal control applicable to local government units.

### Section 3. Funding of the Project

Participants do hereby enter into this Agreement with the intent of providing funds on an annual basis necessary for completing the Monitoring Project. Total Local Costs for the entire Phase VII of the Monitoring Project will not exceed \$1,550,000. The annual funding support provided by Participants for local fiscal years 2013 through 2017 shall be as shown in Attachment B, or as otherwise necessary to undertake the project as recommended by the Committee, provided, however, the funding level does not exceed the Participants' projected share of annual costs for FY 2013-17. If the Committee proposes to modify the Monitoring Project such that Total Local Costs exceed \$1,550,000, this Agreement must be amended in writing and signed by all parties. If the parties do not so amend this Agreement, the Monitoring Project may not be modified to increase Total Local Costs.

Participants' local annual costs will be determined on or before March 1 preceding each local fiscal cycle for which funds are to be budgeted. Annual local costs will be payable on or before August 31 of the fiscal year for which they are budgeted. Payments will be made to the Managing Agent as herein designated. Failure to pay by August 31<sup>st</sup> will result in accrual of interest beginning September 1 at a rate of  $\frac{3}{4}$  of one percent per month (9% annual).

### Section 4. Terms of Agreement

- A. This agreement shall become effective July 1, 2012, and shall continue until the completion of the Monitoring Project, or until June 30, 2017, whichever is earlier, unless otherwise extended.

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- B. Participants may withdraw from, or additional units of local government may join, this Agreement, effective July 1 of any year, provided they have given formal written notice to the Monitoring Project Committee Chair **and** the Managing Agent by March 1 of that calendar year. Written notice of withdrawal is deemed sufficient only if it is signed by a person in the same position as had signed this Agreement. Any Participant wishing to withdraw from the Monitoring Project that has not provided a formal written notice to withdraw by March of that calendar year will be legally required to pay its agreed upon cost share as described in Attachment B.
- C. All matters relating to this contract shall be governed by the laws of the State of North Carolina, and venue for any action relating to this agreement shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.
- D. In consideration of the signing of this contract, the parties hereto for themselves, their agents, officials, and employees and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation with reference to the subject matter of this contract.
- E. This Agreement may only be amended in a writing signed by all parties.
- F. No party shall assign or transfer its interest in this Agreement without the written consent of all other parties.
- G. This Agreement shall be ratified by resolution of the governing board of each party spread upon its minutes.

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\_\_\_\_\_  
Charles Horne, County Manager  
Chatham County

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Renee Paschal, Assistant County Manager  
Chatham County

ATTEST: \_\_\_\_\_

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\_\_\_\_\_  
Frank Clifton, County Manager  
Orange County

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Clarence Grier, Director of Financial Services  
Orange County

ATTEST: \_\_\_\_\_

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\_\_\_\_\_  
Keith H. Weatherly, Mayor  
Town of Apex

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Bruce Radford, Town Manager  
Town of Apex

ATTEST: \_\_\_\_\_

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\_\_\_\_\_  
Benjamin T. Shivar, Town Manager  
Town of Cary

ATTEST: \_\_\_\_\_

**Certificate of Town of Cary Finance Officer**

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Deputy Finance Officer

\_\_\_\_\_  
Date



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\_\_\_\_\_  
Thomas J. Bonfield, City Manager  
City of Durham

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Theodore Voorhees, Deputy City Manager  
City of Durham

ATTEST: \_\_\_\_\_

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\_\_\_\_\_  
Eric Peterson, Town Manager  
Town of Hillsborough

ATTEST: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Greg Siler, Finance Director  
Town of Hillsborough

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\_\_\_\_\_  
Ed Kerwin, Executive Director  
Orange Water and Sewer Authority

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Stephen Winters, Director of Finance  
Orange Water and Sewer Authority

ATTEST: \_\_\_\_\_

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ATTACHMENT A

**SUMMARY OF TRIANGLE AREA WATER SUPPLY MONITORING PROJECT  
PARTNERSHIP, AUGUST 1988 – JUNE 2012**

Because of reliance on surface water for water supply and the potential impact of growth on the quality of the region's water supply sources, local governments in the region recognize that water quality monitoring is crucial to the protection of the Triangle Area's surface water resources. In 1988, a number of local governments in the six-county region, with assistance from the Triangle J Council of Governments, formed the Triangle Area Water Supply Monitoring Project to systematically evaluate the quality of several water supply sources in the region. With assistance from the US Geological Survey (USGS), the Project has collected and analyzed water quality samples from reservoirs and streams and collected continuous discharge record from streams in the study area for more than 15 years. These data, along with data collected by the North Carolina Division of Water Quality (DWQ) and with data collected as part of a program of the USGS, the US Army Corps of Engineers, and the City of Durham, form a long-term comprehensive data base on the quality of many of the area's water supply reservoirs and rivers, and selected tributaries to those water supplies.

In the last 20 years, concerns about water quality of the area's water supplies and the impact of development on reservoir eutrophication and contaminant concentrations have remained prominent, although specific concerns have changed. Monitoring initially focused on determining the occurrence of synthetic organic compounds in the water column and bed sediments; later monitoring and interpretive efforts focused on nutrient and sediment loads and trends. Issues such as the occurrence of disinfection by-products, microbial pathogens, and pharmaceutical and personal care products have also been addressed.

Phase I of the Project began with the execution of an interlocal agreement on August 18, 1988. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, the Town of Pittsboro, the City of Raleigh, the City of Sanford, and the Town of Smithfield. Phase I concluded in June 30, 1991.

Phase II of the Project began on July 1, 1991 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, the City of Raleigh, the City of Sanford, and the Town of Smithfield. The Town of Pittsboro had left the Project after Phase I. Phase II concluded in June 30, 1995.

Phase III of the Project began on July 1, 1995 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County,

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Orange County, the Town of Apex, the Town of Carrboro, the Town of Cary, the Town of Chapel Hill, the City of Durham, the Town of Hillsborough, and the City of Sanford. The City of Raleigh and the Town of Smithfield had left the Project after Phase II. Phase III concluded on June 30, 1999.

During Phase III, the Town of Chapel Hill and the Town of Carrboro agreed that the Orange Water and Sewer Authority would enter into the same interlocal agreement on behalf of the Town of Chapel Hill and the Town of Carrboro to continue the Project from that point forward.

Phase IV of the Project began on July 1, 1999 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The City of Sanford had left the Project after Phase III. Phase IV concluded on June 30, 2003.

Phase V of the Project began on July 1, 2003 with the execution of an amendment to the original interlocal agreement. At that time, the local government partners consisted of Chatham County, Orange County, Wake County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, the Town of Morrisville, and the Orange Water and Sewer Authority. Wake County and the Town of Morrisville had joined the Project for Phase V. Phase V concluded on June 30, 2007.

During Phase V, the City of Raleigh rejoined the Project with the execution of a confirmation of understanding effective on July 1, 2005.

Phase VI of the Project began on July 1, 2007 with the execution of a new interlocal agreement. At that time, the local government partnership consisted of Chatham County, Orange County, Wake County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, the City of Raleigh, the Orange Water and Sewer Authority, and the South Granville Water and Sewer Authority. The Town of Cary will assume the cost share and responsibilities of the Town of Morrisville, and the South Granville Water and Sewer Authority will join the Project for Phase VI. This City of Raleigh, Wake County, and the South Granville Water and Sewer Authority withdrew from the Project in the 5<sup>th</sup> year of Phase VI. Phase VI concluded on June 30, 2012.

Phase VII of the Project will begin on July 1, 2012 with the execution of a new interlocal agreement. At that time, the local government partnership is expected to consist of Chatham County, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority. The Town of Cary will assume the cost share and responsibilities of the Town of Morrisville. Phase VII will conclude on June 30, 2017.

Throughout the history of the Project, the local government partnership has leveraged its local contributions with a major cost share match through a Joint Funding Agreement with the US Geological Survey.

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ATTACHMENT B

**TAWSMP ANNUAL COST SHARES FOR PHASE VII:  
FY 2013 – FY 2018**

The annual cost for Phase VII of the Triangle Area Water Supply Monitoring Project is \$564,000. The US Geological Survey will provide a forty-five percent cost share match of \$254,000. The Monitoring Project Partners' total annual cost for Phase VII is the remaining \$310,000, plus \$20,000 for TJCOG services and support. The Monitoring Project Partners' individual annual cost shares are the sum of a base rate and a variable rate. The base rate is thirty percent of the total annual Monitoring Project Partners' cost, which is thirty percent of \$330,000, divided equally among the Monitoring Project Partners. The variable rate is seventy percent of the total annual Monitoring Project Partners' cost, which is seventy percent of \$330,000, multiplied by each Monitoring Project Partners' percentage of the total average annual water use during Fiscal Year 2011 for all Monitoring Project Partners.

Project Partners	Average Annual Daily Water Use (mgd) <sup>1</sup>	Share of Total Water Use	Variable Rate Cost Share	Base Rate Cost Share	Phase VII Annual Cost
Apex	3.460	5.9%	\$13,698	\$12,375	\$26,073
Cary (includes Morrisville)	16.890	28.9%	\$66,868	\$24,750	\$91,618
Chatham County	1.759	3.0%	\$6,964	\$12,375	\$19,339
Durham	27.550	47.2%	\$109,071	\$12,375	\$121,446
Hillsborough	1.170	2.0%	\$4,632	\$12,375	\$17,007
Orange County <sup>2</sup>	0.188	0.3%	\$744	\$12,375	\$13,119
Orange Water and Sewer Authority	7.331	12.6%	\$29,024	\$12,375	\$41,399
<b>Total</b>	<b>58.35</b>	<b>100%</b>	<b>\$ 231,000</b>	<b>\$ 99,000</b>	<b>\$330,000</b>

Notes:

1. Based on raw water withdrawals during FY11 year as reported by the Partners.
2. Orange County's Average Annual Daily Water Use is based on the percentage of the Orange-Alamance Water System service area located within Orange County, as indicated in its 2010 Local Water Supply Plan.  
Orange-Alamance Water System service area in Orange County= 29%

**Local Annual Cost\*: \$330,000**

\*Costs include ongoing water-quality monitoring, 10 stream gages, and management fee

\*In addition, this cost includes an Algal Toxins Study (4 toxins plus 2 T&O compounds at 7 lake site & interpretive report)

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ATTACHMENT C

Tables 1 and 2, below, are from the US Geological Survey's *Proposal to the Triangle Area Water Supply Steering Committee for Water Quality Monitoring and Assessment for Selected Streams and Reservoirs in the Triangle Area of North Carolina: Phase VII of the Triangle Area Water Supply Monitoring Project, July 2012 through June 2017*.

**TABLE 1 – ROUTINE WATER QUALITY SAMPLING SITES AND CONSTITUENTS**

USGS station no.	Site Location	Sampled by	Near a supply intake	Stream-flow gage	No. USGS samples per year		
					Major ions, nutrients	Chloro-phyll	Trace metals
STREAM SITES							
02085000	Eno River at Hillsborough, NC	USGS	--	yes	6	--	2
02096846	Cane Creek near Orange Grove, NC	USGS	--	yes	6	--	2
02097464	Morgan Creek near White Cross, NC	USGS	--	yes	6	--	2
0209782609	White Oak Cr at mouth near Green Level, NC	USGS	--	yes	6	--	2
RESERVOIR SITES							
0208480275	West Fork Eno Reservoir at dam near Cedar Grove, NC	USGS	yes	--	4	4	2
0208524845	Little River Reservoir at dam near Bahama, NC	USGS	yes	--	4	4	2
02086490	Lake Michie at dam near Bahama, NC	USGS	yes	--	4	4	2
0209684980	Cane Cr Reservoir at dam near White Cross, NC	USGS	yes	--	4	4	2
0209719700	B. E. Jordan Lake, Haw River arm, above B. E. Jordan dam, NC	USGS	--	--	6	6	2
0209749990	University Lake at dam near Chapel Hill, NC	USGS	yes	--	4	4	2
0209768310	Jordan Lake at Buoy 12 at Farrington, NC	USGS	--	--	6	6	2
0209799150	Jordan Lake above US Hwy 64 near Wilsonville, NC	USGS	yes	--	6	6	2
0209801100	Jordan Lake at Bells Landing near Griffins Crossroads, NC	USGS	yes	--	6	6	2

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**TABLE 2 – STORM-EVENT-ONLY SAMPLING SITES AND CONSTITUENTS**

USGS station no.	Site Location and USGS station number	Sampled by	Stream-flow gage	No. USGS samples per year	
				Major ions, nutrients, susp. sed.	Trace metals
02085070	Eno River near Durham, NC	DWQ USGS	yes	2 <sup>1</sup>	2 <sup>1</sup>
0208521324	Little River at SR 1461 near Orange Factory, NC	DWQ USGS	yes	2 <sup>1</sup>	2 <sup>1</sup>
02085500	Flat River at Bahama, NC	DWQ USGS	yes	2 <sup>1</sup>	2 <sup>1</sup>
02096960	Haw River near Bynum, NC	DWQ USGS	yes <sup>2</sup> (USACE)	2 <sup>1</sup>	2 <sup>1</sup>
02097314	New Hope Creek near Blands, NC	DWQ USGS	yes	2 <sup>1</sup>	2 <sup>1</sup>
0209741955	Northeast Creek at Sr 1100 near Genlee, NC	DWQ USGS	yes	2 <sup>1</sup>	2 <sup>1</sup>
02097521	Morgan Creek near Farrington, NC	DWQ USGS	yes <sup>3</sup>	2 <sup>1</sup>	2 <sup>1</sup>
02098198	Haw R Below B. Everett Jordan Dam near Moncure, NC	DWQ USGS	no <sup>4</sup>	2 <sup>1</sup>	2 <sup>1</sup>

<sup>1</sup> Maximum of 2 samples per year per site; maximum of 10 samples per year among all sites

<sup>2</sup> Gage funded through separate agreement with agency shown in parentheses

<sup>3</sup> Streamflow from a nearby gage, USGS site number 02097517

<sup>4</sup> Streamflow computed from USACE reservoir-release records

**TABLE 3 - STREAMGAGING STATIONS FUNDED BY THE TAWSMP**

USGS station number	Site location
02085000	Eno River at Hillsborough, NC
02085070	Eno River near Durham, NC
0208521324	Little River at SR 1461 near Orange Factory, NC
02085500	Flat River at Bahama, NC
02096846	Cane Creek near Orange Grove, NC
02097314	New Hope Creek near Blands, NC
0209741955	Northeast Creek at Sr 1100 near Genlee, NC
02097464	Morgan Creek near White Cross, NC
02097517	Morgan Creek near Chapel Hill, NC
0209782609	White Oak Cr at mouth near Green Level



**MEETING AND DECISION MAKING BY-LAWS  
for the  
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT**

***ARTICLE I- MEETINGS OF THE STEERING COMMITTEE***

- 1. Meeting Frequency:** Regular annual meetings of the Steering Committee shall be held on such date and at such time and place as may be set by the Steering Committee. In addition, the Steering Committee may conduct additional regular meetings at such times and places as the Steering Committee shall determine. All meetings will be held in accordance with North Carolina open meetings statutes.
- 2. Notice of Meetings:** Notice of each meeting of the Steering Committee shall be in writing, shall state the place, day and hour of the meeting and, in the case of a special meeting, shall state the purpose or purposes for which such meeting is called. Each such notice shall be given in accordance with the State of North Carolina's open meetings laws. All notices shall be delivered by email to Steering Committee representatives.
- 3. Proxy:** A representative may be represented at any meeting or meetings of the Steering Committee or vote and exercise any other rights at any meeting by proxy or proxies appointed in writing signed by such representative and delivered by email, mail or facsimile to the Managing Agent at the time of such meeting.
- 6. Voting:** The action of a simple majority of the representatives present and voting at a meeting at which a quorum (see below) is present shall be the action of the Steering Committee. Each Participant shall be entitled to one (1) representative and one (1) vote on any matter coming before the Steering Committee of the partnership.
  - (a) Quorum:** A quorum shall consist of at least one-half of the Steering Committee representatives, each one representing a different Participant, present in person or by proxy. A majority of the Steering Committee representatives present at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time until a quorum is present. The Steering Committee may act by consensus or majority vote of the representatives present. Voting may take place by telephone conference, facsimile, by written ballot, or by vote at a duly called meeting. Once a quorum is present at a meeting, the exiting or abstention of any representative shall not remove such quorum and all business which otherwise could have been conducted at such meeting may continue to be conducted.
- 7. Rules of Order:** All meetings shall be conducted according to Robert's Rules of Order, newly revised, except as otherwise noted in these By-laws.

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ARTICLE II- AMENDMENTS TO BY-LAWS

Amendments to these by-laws may be approved by an affirmative vote of the majority of the Steering Committee, provided written notice of the proposed changes have been provided to all representatives at least thirty (30) days prior to the vote being taken. Amendments shall take effect immediately upon their adoption unless specified otherwise in the amendment.

**ARTICLE III- ADOPTION OF BY-LAWS**

The Triangle Area Water Supply Monitoring Project Steering Committee has approved these By-laws on the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by a vote of \_\_\_\_\_ for to \_\_\_\_\_ against.

BY:

ATTEST:

\_\_\_\_\_  
Kenny Keel, Chair  
TAWSP

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Hardin  
Town of Apex

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Sydney Miller  
Town of Cary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
David Hughes  
Chatham County

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Reginald Hicks  
City of Durham

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kenny Keel  
Town of Hillsborough

\_\_\_\_\_  
Witness

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Tom Davis  
Orange County

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Witness

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Kenneth Loflin  
Orange Water And Sewer Authority

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Witness

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ATTACHMENT E

AGREEMENT BETWEEN THE  
TRIANGLE AREA WATER SUPPLY MONITORING PROJECT STEERING COMMITTEE  
AND  
TRIANGLE J COUNCIL OF GOVERNMENTS  
REGARDING THE OVERALL MANAGEMENT OF THE  
WATER QUALITY MONITORING PROJECT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the Triangle Area Water Supply Monitoring Project Steering Committee, hereinafter called the Committee, and the Triangle J Council of Governments, hereinafter called the Managing Agent.

WHEREAS, the County of Chatham, Orange County, the Town of Apex, the Town of Cary, the City of Durham, the Town of Hillsborough, and the Orange Water and Sewer Authority (hereinafter called the “Participants”) have entered into an Interlocal Agreement effective July 1, 2012 for the purpose of operating a water quality monitoring project for the Triangle Area surface water supplies, hereinafter called the “Project;” and

WHEREAS, those counties, municipalities and authorities have created a Steering Committee and empowered the Chair to enter into this agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Committee and Managing Agent hereby mutually agree as follows:

**Section 1. Purpose**

The purpose of this Agreement is to provide for the overall administration of the Project.

**Section 2. Scope of Services**

The Managing Agent shall, in a satisfactory manner as determined by the Committee, perform the tasks necessary for overall Project administration. The Managing Agent will act on the Committee’s behalf in all of the Committee’s contractual agreements.

The general procedure that will be followed will be one of day to day management and oversight of the Project by the Managing Agent, performed within the context of regular consultation with Committee members and other technical advisors and contractors to the Project.

The Managing Agent agrees to provide the services hereinafter set forth:

- A. Coordination of sample collection, analysis and data reporting activities among the Project’s technical contractors and the North Carolina Department of Environment and Natural Resources;
- B. Day to day oversight of the Project’s technical contracts, ensuring that objectives are achieved and milestones are met according to contract specifications;

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- C. Maintenance of the Project's financial records and other bookkeeping activities, including the collection of local funds committed to the Project and payment of contractors;
- D. Maintenance of records to ensure compliance with all applicable State statutes and other rules of fiscal control applicable to local government units;
- E. Staff support to the Project Steering Committee, including meeting room facilities, announcements and minutes;
- F. Periodic written and verbal reports of progress toward the Project's overall objectives, as stated in Section 1 of the July 1, 2012 Interlocal Agreement;
- G. Liaison between the Committee and its technical consultants regarding any modifications that may be needed to better meet those objectives; and
- H. Other staff support services to assist the Committee in its primary charge of overseeing the Project's timely execution and insuring the responsible expenditure of public funds.

**Section 3. Time of Performance**

The services of the Managing Agent will commence on July 1, 2012, and will terminate upon completion of the Project, or on June 30, 2017, whichever is earlier, unless otherwise extended.

**Section 4. Compensation**

Upon approval by the Project Steering Committee, payments shall be made to the Managing Agent from the annual funding support provided by the Participants in the Project. The total compensation to be paid for services outlined in Section 2 of this Agreement will be \$100,000, payable according to the following schedule:

June 30, 2013:	\$20,000
June 30, 2014:	\$20,000
June 30, 2015:	\$20,000
June 30, 2016:	\$20,000
June 30, 2017:	<u>\$20,000</u>
Total	\$100,000

**Section 5. Suspension or Termination**

Either party may suspend or terminate this Agreement upon 60 days written notice in whole or in part for cause. Cause shall include the following:

- A. Ineffective or improper use of funds;
- B. Failure to comply with the terms and conditions of this Agreement; and
- C. If for any reason the carrying out of this Agreement is rendered impossible or infeasible, including inability of Participants or any one Participant to provide adequate funding.

If the Committee withholds payment, it shall advise the Managing Agent and specify in writing the actions that must be taken and a reasonable date for compliance as a condition precedent to

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the resumption of payments. If the Committee or the Managing Agent intends to suspend this Agreement, it shall advise the other party and specify in writing the actions that must be taken and a reasonable date of compliance in order to avoid suspension of the Agreement. Upon receipt of notice of termination Managing Agent shall immediately cease all services and meet with the Committee to determine what services, if any, shall be required to bring the Project to a reasonable termination in accordance with the Committee's request.

**Section 6. Access to Records**

The Managing Agent shall maintain all official Project records and documents during the Project. The Committee shall have access to any books, documents, papers and records of the Managing Agent which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

**Section 7. Interest Earned on Committee Revenues**

The Managing Agent shall place the interest earned on the revenues received from August 9, 1988 till the end of the Project into a deferred revenue account. This account shall offset expenses in the final year of the Project or shall be applied to unforeseen Project expenses, as determined by the Committee.

**Section 8. Additional Terms**

- A. Contract may only be amended in a writing signed by the parties.
- B. Managing Agent shall not assign or transfer its interest in, nor delegate its duties under this Agreement.
- C. This Agreement shall be governed by the laws of the State of North Carolina. Any and all suits or actions related to Contract shall be brought in Wake County N.C.
- D. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

By:

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Kenny Keel, Chair, Triangle Area Water Supply Monitoring Project Steering Committee

By:

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Kirby Bowers, Executive Director, Triangle J Council of Governments